

PW15162

AGREEMENT FOR CONSULTANT SERVICES  
AED7740036

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of May, 2018.

BY AND BETWEEN

COUNTY OF LOS ANGELES, State of  
California, hereinafter referred to as County,

AND

AECOM TECHNICAL SERVICES, INC.,  
Incorporated in the State of California,  
hereinafter referred to as Consultant,

County has determined that it is a matter of public convenience and necessity to engage the specialized services of Consultant to provide as-needed environmental compliance services on various federally funded projects and non-federally funded projects throughout the County of Los Angeles.

Consultant is a firm of recognized professionals with extensive experience and training in its specialized field. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert, and/or technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

County means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in the Scope of Services, **Attachment 1**. Consultant's proposal, Request for Proposals – AED7740036 (RFP), and all addenda/notices to the RFP, are incorporated herein as a part of this Contract. In the event that any conflict or inconsistency between this Contract and Consultant's proposal are found, such conflict or inconsistency shall be resolved by giving precedence first to the

Contract and the attachments to the Contract.

No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this Contract until a written Notice to Proceed is issued by the County. Consultant is also referred to herein as Contractor.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Article 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter called Director), County agrees to pay Consultant a maximum not to exceed contract amount of Three Million Five Hundred Thousand Dollars (\$3,500,000) in the manner set forth immediately below and according to the Consultant's Cost Proposal attached to this Agreement as **Attachment 3**. County does not guarantee any work or services of any specific monetary amount under this Contract.

Consultant shall invoice County upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Work, and any change orders, as applicable, and which have been approved in writing by the County.

- a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Scope of Services, **Attachment 1**, up to a maximum of \$3,500,000 as described above. No payments shall be made prior to verification and approval by Director of any work. No payments shall be made prior to execution by County of this Contract. No work shall be performed by Consultant, and no payment obligation shall be incurred by County, prior to the execution of this Contract by County. Consultant shall be paid on an hourly basis according to the job title and hourly rate of each employee performing the work as set forth in the Consultant's Cost Proposal (**Attachment 3**). Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. At the sole discretion of the Director, or his/her designee, the initial not-to-exceed contract amount may be supplemented by up to \$75,000, per amendment, based on workload requirements. The aggregate amount of such amendments shall not exceed 25 percent of the original contract amount. Work will be based on Consultant's fee schedule attached to this Agreement as **Attachment 3**.

- c. If requested by the Consultant, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract renewal date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no COLA will be granted. Upon approval of a COLA, a notification will be sent to the Consultant.
- d. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause County to consider terminating this Agreement, the County may attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the Agreement.
- e. All funds for payment of services rendered after June 30 of the current fiscal year are subject to County's legislative appropriation for this purpose. Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this Agreement, County shall not be obligated for Consultant's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each future fiscal year, and in the event that funds are not appropriated for this Agreement, this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Consultant in writing of such nonappropriation of funds at the earliest possible date.
- f. Consultant will not be required to perform services which will exceed the Contract amount, scope of work, and Contract dates without amendment to this Agreement.

Consultant shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been

provided by County's Project Manager.

Consultant will not proceed with additional services without prior written authorization. Consultant will not be paid for any expenditures beyond the Contract amount stipulated without amendment to this Agreement.

- g. Consultant will notify County when the Contract amount has been incurred up to 75% of the Contract total.
- h. As all projects will be located within the County of Los Angeles and neighboring counties, mileage and travel-related expenses will not be reimbursed unless pre-authorized by County Project Manager. If mileage is pre-authorized by County Project Manager, mileage will be reimbursed at the current IRS rate.
- i. Allowable Costs and Payments:
  - a. Consultant will be reimbursed for hours worked at the hourly rates specified in Consultant's Cost Proposal (**Attachment 3**). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract, with the exception of Paragraph 3(c) above.
  - b. In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
  - c. Specific projects will be assigned to Consultant through issuance of Task Orders.
  - d. After a project to be performed under this Contract is identified by County, County will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a County Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a cost estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement

has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both County and Consultant.

- e. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's Cost Proposal.
- f. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal, and shall be limited as specified in Paragraph 3(h), above.
- g. When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the County Project Manager before exceeding such estimate.
- h. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- i. Consultant shall not commence performance of work or services until this Contract has been approved by County, and notification to proceed has been issued by County's Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this Contract.
- j. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.
- k. Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by County's Project Manager of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Contract number, project title and Task Order number. Credits due County that include any equipment purchased under the provisions of Article 46, Equipment Purchase, of this Contract, must be reimbursed by Consultant prior to the

expiration or termination of this Contract. Invoices shall be mailed to County's Project Manager at the following address:

*COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS/COUNTY PROJECT MANAGER, MS. REYNA SORIANO,  
900 South Fremont Avenue, Alhambra, CA 91803*

- l. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- m. The total amount payable by County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by Contract amendment.
- n. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- o. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- p. The total amount payable by County for all Task Orders resulting from this Contract shall not exceed \$3,500,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Contract through Task Orders.
- q. All subcontracts shall contain the above provisions.
- r. There shall be no change in Consultant's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this Contract without prior written approval by County's Project Manager.
- s. Consultant shall be required to complete and submit the following forms:
  - DAS140 Public Works Contract Award Information
  - Checklist of Labor Law Requirements to the Contract
  - Fringe Benefit Statements

#### 4. Equipment Purchase and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.



5. County's Responsibility

County will make available drawings, specifications, and other records as available in County Department of Public Works' file. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

Director, or Director's authorized representative, shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Performance Period, Term, and Termination

a. This Contract shall go into effect on May 17, 2018, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County's Project Manager. The Contract shall end on May 16, 2021, unless extended by Contract amendment or County's written notification. The County shall have the right, at its sole option, to extend the term of the Agreement for up to two additional one-year terms.

b. Consultant is advised that any recommendation for Contract award is not binding on County until the Contract is fully executed and approved by County.

c. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this Contract, the terms of the Contract shall be extended by Contract amendment.

d. At the sole discretion of the County, this Agreement may be extended for two additional one-year terms, not to exceed a total contract period of five years.

e. County reserves the right to terminate this Contract upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice.

County may terminate this Contract with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, County may proceed with the work in any manner deemed proper by County. If County terminates this Contract with Consultant, County shall pay Consultant the sum due to Consultant under this Contract prior to termination, unless the cost of completion to County exceeds the funds remaining in the Contract. In which case the overage shall be deducted from any sum due Consultant under this contract and the balance, if any, shall be paid to Consultant upon demand.

The maximum amount for which the Government shall be liable if this Contract is terminated is 0 dollars.

In the event of any such termination by County, Consultant shall

provide to County a termination report consisting of all drawings, specifications, reports, and data accumulated to the date of such termination in a form capable of assimilation for use by County.

f. The Consultant shall notify Public Works when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant shall send written notification to Public Works at the address herein provided in Notices Paragraph.

g. For non-federally funded projects only, the Director of Public Works or his designee may extend each agreement's expiration date as necessary to complete those additional services, when those additional services are: (1) authorized in writing on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date (2) previously unforeseen, (3) related to a previously assigned scope of work on a given project, and (4) are necessary for the completion of that given project.

#### 8. Ownership of County Materials

a. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

b. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other



proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials.

c. Consultant represents and warrants that the County Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Consultant shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by County. County will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

d. Consultant shall affix the following notice to all County Materials: "© Copyright 2018 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.

e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will, however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.

f. If directed to do so by County, Consultant will place the County name and County logo on County Materials developed under this Agreement. Consultant may not, however, use the County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

g. Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by County of the machine-readable information and data provided by Consultant under this Contract; further, Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by County of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by Consultant.

h. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 – Patent Rights under Government Contracts for Federal-aid contracts).

i. County may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

j. Any subcontract entered into as a result of this Contract, shall contain all of the provisions of this Article.

#### 9. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in **Attachment 2** of this Agreement.

A. Prior to commencement of the work described herein, CONSULTANT shall furnish COUNTY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to COUNTY.
2. That COUNTY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
3. That COUNTY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of

COUNTY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

10. Nondiscrimination and Affirmative Action

a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

b. The Consultant shall certify to, and comply with, the provisions of Consultant's EEO Certification.

c. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

d. The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

e. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

f. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by the County.

g. If the County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing

Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.

h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

11. Independent Consultant Status

This Agreement is by and between County of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant.

Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

12. County's Quality Assurance Plan and Evaluation of Consultant

County, or its agent, will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Contract terms and performance standards. Consultant deficiencies which County determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

13. Assignment

This Agreement shall not be assigned without the prior written consent of

County. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

14. Forum Selection

Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Consultant, on Consultant's behalf or on the behalf of any subconsultant, which arises from this Agreement, or concerns, relates to, or is connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

15. Conflict of Interest

a. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

b. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

No County employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Agreement.

16. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant shall participate in any way in any future solicitation conducted by County that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant



under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant shall notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision shall be rejected by County. This provision shall survive the expiration or other termination of this Agreement.

17. PROHIBITION OF EXPENDING STATE, FEDERAL, OR COUNTY FUNDS FOR LOBBYING and Termination for Non-Adherence of County Lobbyist Ordinance

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal, or County appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or



suspend this Contract.

18. Rebates, Kickbacks or Other Unlawful Consideration and Termination for Improper Consideration

CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultant's performance pursuant to the agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

19. Employment of Laid-Off County Employees

Should Consultant, or any subconsultant performing more than \$250,000 of the Contract value, require additional or replacement personnel to perform services under this Agreement other than the performance of a skilled trade, Consultant shall give first consideration for such employment openings to qualified County employees who are targeted for layoff or qualified former County employees who are on a re-employment list.

20. Consultant's Warranty of Adherence to County's Child Support Compliance Program

Consultant acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the

economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Contract to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Consultant to maintain compliance with these requirements shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which County Board of Supervisors may terminate this Contract.

21. Consultant's Acknowledgment of County's Commitment to Child Support Enforcement

Consultant acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is County's policy to encourage all County consultants to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Consultant's place of business.

22. Termination for Improper Consideration

County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultant's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's

Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

23. Consideration of Hiring GAIN/GROW Program Participants

Should Consultant require additional or replacement personnel after the effective date of this Contract, Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. County will refer GAIN/GROW participants by job category to Consultant. Consultant shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

24. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

25. Reduction of Solid Waste

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

26. County Rights

County may employ, either during or after performance of this Agreement, any right of recovery the County may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Agreement are in addition to any right or remedy provided by California law.

27. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which County may be found jointly or solely liable.

28. State Prevailing Wage Rates and Prevailing Wage Requirements

Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

Any subcontract entered into as a result of this Contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

This work includes prevailing wage and non-prevailing wage work.

a. Prevailing Wages

When applicable, the services provided in this Contract constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR). The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at [www.dir.ca.gov/dlsr/pwd/index.htm](http://www.dir.ca.gov/dlsr/pwd/index.htm). The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California

Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Administrator. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

b. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

c. Posting of Notices

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

*"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.*

*The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).*

*Local Office Telephone Number:*

*Division of Labor Standards Enforcement Office  
320 West Fourth Street, Suite 450  
Los Angeles, CA 90013  
(213) 620-6330*



*Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.*

*Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.*

*For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>."*

d. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

e. When requested by the County, electronic certified payroll records must be submitted to the County, through an online system designated by the County.

29. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.



30. Consultant Responsibility and Debarment

a. A responsible consultant is a consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform this contract. It is the County's policy to conduct business only with responsible consultants.

b. Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Consultant from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Consultant may have with the County.

c. County may debar a consultant if the Board of Supervisors finds, in its discretion, that the consultant has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the consultant's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

d. If there is evidence that the consultant may be subject to debarment, the Department will notify the consultant in writing of the evidence which is the basis for the proposed debarment and will advise the consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The consultant and/or the consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the consultant should be debarred, and, if so, the appropriate length of time of the debarment. The consultant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the County's Board of Supervisors.

f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

g. If the a consultant has been debarred for a period longer than five years, that consultant may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the consultant has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the consultant has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Consultant Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the County's Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

i. These terms shall also apply to subconsultants of Consultant.

### 31. Debarment and Suspension Certification

a. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.

b. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

c. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

### 32. Compliance with Jury Service Program

This Agreement is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

a. Unless Consultant has demonstrated to the County's satisfaction either that Consultant is not a consultant or contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Section, consultant means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. Employee means any California resident who is a full-time employee of Consultant. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subconsultant to perform services for the County under the Agreement, the subconsultant shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to such agreement.

c. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service

Program's definition of Consultant or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Consultant demonstrates to the County's satisfaction that Consultant either continues to remain outside the Jury Service Program's definition of Consultant and/or that Consultant continues to qualify for an exception to the Program.

d. Consultant's violation of this Section of the Agreement may constitute a material breach of contract. In the event of such material breach, County may, in its sole discretion, terminate the Consultant and/or bar Consultant from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33. No Payment for Services Provided Following Expiration/Termination of Agreement

Consultant shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.

34. Consultant's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law and Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the Subconsultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

The Consultant shall notify and provide to its employees, and shall require each Subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

35. Consultant Assignment

a. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.

b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

36. Consultant's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Consultant acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Consultant qualifies for an exemption or exclusion, Consultant warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter. 2.206.



37. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Consultant to maintain compliance with the requirements set forth in "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Consultant to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Consultant pursuant to County Code Chapter 2.206.

38. Disadvantaged Business Enterprises (DBE) Participation

a. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this Contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

b. The goal for DBE participation for this Contract is 12.00%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

c. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as County deems appropriate.

d. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

e. A DBE firm may be terminated only with prior written approval from County and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting County consent for the termination, Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

f. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a



DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

g. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

h. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

i. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

j. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by Consultant or Consultant's authorized representative and shall be furnished to the Project Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the County Project Manager.

k. If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify Consultant in writing with the date of certification. Any changes should be reported to County's Project Manager within 30 days.

### 39. Cost Principles and Administrative Requirements

- a. Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- b. Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- c. Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to County.

40. Contingent Fee

Consultant warrants, by execution of this Contract that no person or selling agency has been employed, or retained, to solicit or secure this Contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, County has the right to annul this Contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

41. Retention of Records/Audit

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Contract pursuant to Government Code 8546.7; Consultant, subconsultants, and County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs of administering the Contract. All parties shall make such materials available at their respective offices at all reasonable times during the Contract period and for three years from the date of final payment under the Contract. The state, State Auditor, County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to the Contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts shall contain this provision.

42. Disputes

A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Project Manager and COUNTY'S Project Director, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

The Consultant shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Consultant regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Public Works, or his/her designee shall resolve it.

#### 43. Audit Review Procedures

a. Any dispute concerning a question of fact arising under an interim or post audit of this Contract that is not disposed of by agreement, shall be reviewed by County's Chief Financial Officer.

b. Not later than 30 days after issuance of the final audit report, Consultant may request a review by County's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

c. Neither the pendency of a dispute nor its consideration by County will excuse Consultant from full and timely performance, in accordance with the terms of this Contract.

d. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Contract, Cost Proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Contract, Cost Proposal, and ICR shall be adjusted by Consultant and approved by County Project Manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into the Contract by this reference if directed by County at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state, or local governments have access to CPA work papers, will be considered a breach of Contract terms and cause for termination of the Contract and disallowance of prior reimbursed costs.

e. CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the

management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by A&I. Provisional rates will be as follows:
  - a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
  - b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
  - c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of COUNTY; and, (3) Caltrans has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

#### 44. Subcontracting

a. Nothing contained in this Contract or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. The Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

b. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Contract shall be subcontracted without written authorization by County's Project Manager, except that, which is expressly identified in the approved Cost Proposal.

c. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by County.

d. All subcontracts entered into as a result of this Contract shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

e. Any substitution of subconsultant(s) must be approved in writing by County's Project Manager prior to the start of work by the subconsultant(s).

#### 45. Retention of Funds

a. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

b. No retainage will be withheld by the County from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

c. No retainage will be held by the County from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the County's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the



penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

d. The County shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work, and pay retainage to the prime consultant based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the County. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the County's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

#### 46. Equipment Purchase

a. Prior authorization in writing, by County's Project Manager shall be required before Consultant enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

b. For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by County's Project Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

c. Any equipment purchased as a result of this Contract is subject to the following: "Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the Contract, or if the Contract is terminated, Consultant may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at the Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be

obtained from an appraiser mutually agreeable to by County and Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County." 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

47. Inspection of Work

Consultant and any subconsultant shall permit County, the state, and the FHWA if federal participating funds are used in this Contract; to review and inspect the project activities and files at all reasonable times during the performance period of this Contract including review and inspection on a daily basis.

48. National Labor Relations Board Certification

In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

49. Statement of Compliance

a. Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

b. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

c. Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

d. Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

#### 50. Ownership of Data

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

51. Confidentiality of Data

a. All financial, statistical, personal, technical, or other data and information relative to County's operations, which are designated confidential by County and made available to Consultant in order to carry out this Contract, shall be protected by Consultant from unauthorized use and disclosure.

b. Permission to disclose information on one occasion, or public hearing held by County relating to the Contract, shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.

c. Consultant shall not comment publicly to the press or any other media regarding the Contract or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this Contract, at public hearings or in response to questions from a Legislative committee.

d. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Contract without prior review of the contents thereof by County, and receipt of County's written permission.

e. Any subcontract entered into as a result of this Contract shall contain all the provisions of this Article.

52. Time Off for Voting

Consultant shall notify its employees, and shall require each subconsultant to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Consultant and subconsultant shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

53. Safety

a. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by County representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

b. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonable

necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

c. Any subcontract entered into as a result of this Contract, shall contain all of the provisions of this Article.

d. Consultant must have a Division of Occupational Safety and Health permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

#### 54. Claims Filed by County's Construction Contractor

a. If claims are filed by County's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

b. Consultant's personnel that County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from County. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this Contract.

c. Services of Consultant's personnel in connection with County's construction contractor claims will be performed pursuant to a written Contract amendment, if necessary, extending the termination date of this Contract in order to resolve the construction claims.

d. Any subcontract entered into as a result of this Contract, shall contain all of the provisions of this Article.

#### 55. Funding Requirements

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.



C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. COUNTY has the option to void the contract under the 30-day termination clause in this Agreement, or by mutual agreement to amend the contract to reflect any reduction of funds.

56. Change in Terms

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by County Project Manager.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by County Project Manager.

57. Notices/Notification

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

COUNTY

Cheryl Wong  
Contract Administrator  
Department of Public Works  
Business Relations and Contracts Division  
Contracts and Operations, 8th Floor  
900 South Fremont Avenue  
Alhambra, CA 91803  
(626) 300-2330

CONSULTANT

Fareeha Kibriya  
Project Manager  
AECOM Technical Services, Inc.  
300 South Grand Avenue, 8<sup>th</sup> Floor  
Los Angeles, CA 90071  
(213) 593-8100

The address for notice may be changed by giving notice pursuant to this paragraph.

58. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

59. Contractor CARD Track/Monitoring Database

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

60. Background and Security Investigations

a. Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

b. If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

c. County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

d. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

61. Local Small Business Enterprise/Social Enterprise/Disabled Veterans

Business Enterprise Utilization: When requested by the County, the Consultant shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subconsultants, including but not limited to the following information: the name, business address and telephone number/email address of each subconsultant.

In addition, the Consultant shall be required to provide each of the specified subconsultant's Local Small Business Enterprise (SBE), (i.e., whether any of the listed subcontractors are Local SBE's) status, Social Enterprise (SE) status, and Disabled Veterans Business Enterprise (DVBE) status, and the proposed monetary amount of the work the subconsultant will perform on each Notice to Proceed. At the time of submittal of each invoice, the consultant shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subconsultant who performed work on the project. The subconsultant may be requested to confirm receipt of the actual payment to the subconsultant by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages will be Liquidated Damages, and that the Consultant shall be liable to the County for Liquidated Damages.

If in the judgment of the Director, or his/her designee, the Consultant is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Sample Consultant Services Agreement, may deduct and withhold liquidated damages from County's final payment to the Consultant.

62. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

63. Consultant's Reports or Meetings

a. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for COUNTY's Project Manager to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

b. CONSULTANT's Project Manager shall meet with COUNTY's Project Manager or Project Coordinator, as needed, to discuss progress on the project(s).


64. Entire Agreement

This Contract constitutes the entire Agreement between County and Consultant and may be modified only by further written agreement between the parties hereto.


IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

AECOM TECHNICAL SERVICES, INC.

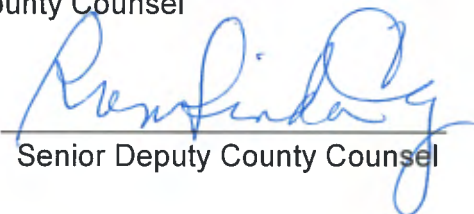
By   
Deputy Director  
Department of Public Works

By   
Vice President, William M. Hoose

By   
Assistant Secretary, Armond Tatevossian

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By   
Senior Deputy County Counsel





## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California


County of Los Angeles)

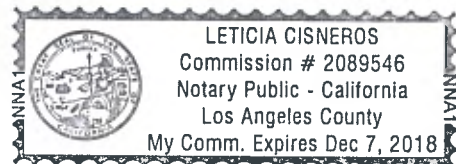
On April 18, 2018 before me, Leticia Cisneros, Notary Public  
(insert name and title of the officer)

personally appeared William M. Hoose,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in  
his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles )

On April 19, 2018 before me, Leticia Cisneros, Notary Public  
(insert name and title of the officer)

personally appeared Armand Torresian,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in  
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

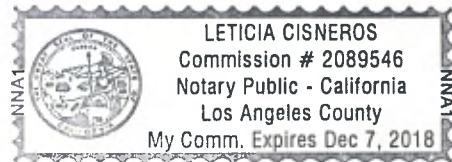
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(Seal)



**ATTACHMENT 1**  
**AED7740036**

The services to be rendered by the Consultant shall include all services and provisions as described in the County's Request for Proposals dated November 16, 2016, all Notice To Proposers, and in the Consultant's proposal dated December 15, 2016, except to the extent they are inconsistent with this attachment and the terms of this Agreement. Consultant's work shall consist of all such services as are customarily rendered when providing federal as-needed environmental compliance services. The work shall include, but not be limited to, the following:

**SCOPE OF SERVICES**

The services to be provided shall include, but not be limited to, the following:

1. General

Programs Development Division's Environmental Planning section handles infrastructure projects related to roadway improvements, traffic congestion relief, flood control, stormwater quality, waterworks facilities, sanitary sewer facilities, airports, and bikeways.

As-needed environmental compliance services shall include, but not be limited to, the following:

Public Works has a need for Consultant assistance in any or all of the following services. Consultants shall be capable of providing all the services through the use of their staff or subconsultants if necessary.

Consultants must meet County deadlines for report submittals because County has submittal deadlines that are specified in its permits and agreements with the regulatory agencies and funding deadlines to advertise and construct projects. Non-adherence to these deadlines may result in permit/agreement violations and penalties by the regulatory agencies and loss of funding for projects. Consultants shall be capable of providing these services for multiple projects taking place concurrently.

**The Consultant shall provide all labor, materials, equipment, storage and disposal necessary to complete the tasks.**

**The Consultant should demonstrate its qualifications and experience in the following four areas:**

- **1)Environmental Documentation Services**

The preparation of California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) environmental documents as necessitated by the specific project scope, master plan or program, including but not limited to the following work: field, literature, and electronic database reviews; initial studies; technical studies; documentation; public meetings; and public outreach and publications.

Environmental documents may include Environmental Impact Reports, Mitigated Negative Declarations, categorical or statutory exemptions, Environmental Impact Studies, environmental assessments, categorical exclusions and findings of no significant effect. Biological Studies, Natural Environmental Studies, Wetlands reports, Cultural Resources Studies, and Air Qualities Studies are examples of technical studies that may be needed.

- **2)Regulatory Permit Services**

The procurement of regulatory permits as necessitated by specific project scope, master plan, or program, including but not limited to the following work: permit applications; specialized studies; field activities; and regulatory agency and/or public communication, meetings, and hearings.

Typical permits include Section 404 of the Clean Water Act Individual and Nationwide Permits issued by United States Army of Corps of Engineers, Clean Water Act Section 401 Water Quality Certifications and Waste Discharge Requirements issued by California Regional Water Quality Control Board, Section 1602 of the California Fish and Game Code Streambed Alteration Agreement issued by California Department of Fish and Wildlife, and Public Resources Code of the California Coastal Act Coastal Development Permits.

- **3)Environmental Permit Compliance Services**

Assist the County in its compliance with environmental conditions specified by all pertinent permits and/or agreements for a specific project scope, master plan, or program, including but not limited to the following work: pre-construction surveys and reporting; species protection and relocation plan and implementation; monitoring and reporting of construction activities; exclusion device installation and maintenance; and regulatory agency and/or public communication, meetings, and hearings.

- **4)Environmental Mitigation Services**

Assist the County in its compliance with environmental mitigation measures established in all pertinent mitigation measures, permits, and/or agreements for a specific project scope, master plan, or program, including but not limited to the following work: habitat restoration and mitigation plan, implementation, monitoring, and reporting; vegetation removal planning, implementation, maintenance, and monitoring; regulatory agency and/or public communication, meetings, and hearings.

**The County is seeking quality consulting firms with experience on nonnative species control and management within native habitat areas and installation and maintenance of native habitat restoration programs in Southern California.**

Mitigation for project impacts may include restoring or creating certain habitat. **Implementation** of habitat restoration may include site preparation, exotic weed eradication, plant salvaging, hydroseeding, installation of native plant materials, plant establishment, design and installation of temporary irrigation system, erosion control, pesticide spraying, nonnative species control, weed control, and maintenance of restoration site. The work includes preparing mitigation plans, implementation, monitoring and reporting of the habitat restoration. If subconsultants are used for any on-site tasks, including but not limited to, site preparation, installation, and maintenance of the restoration areas, the desired experience shall apply to the subconsultants.

**Proposers must include a list of special licenses, permits, and certificates held by their biologists and specialists for conducting surveys and handling of plants, fish, and wildlife. These special licenses, permits, and certificates are issued by the California Department of Fish and Wildlife and the United States Fish and Wildlife Service.**

**2.0** All work shall comply with all applicable federal, state, and local laws and regulations.

**3.0** The Consultant shall designate an experienced senior individual as the supervisor/administrator of the Consultant's staff who will be responsible for the delivery of services in accordance with the established Scope of Services.

The Consultant's designated supervisor/administrator shall interact with, and take formal direction from County staff with respect to the delivery of



all services under the Consultant Services Agreement.

The Consultant supervisor/administrator must be directly employed by the primary firm.

The County reserves the right to change personnel from the selected firms, if it is deemed necessary.

All professional staff provided by the Consultant for a project shall be approved by the County and shall not be removed or replaced without prior consent of the County. If a change in personnel is necessary, the Consultant shall submit the name and resume for the proposed replacement for County approval 30 calendar days prior to the effective day of the change. In addition, the Consultant shall commit to the County that any staff presented and accepted by the County on a project shall remain committed to the project as long as they remain employed by the Consultant.

## **DELIVERABLES**

Deliverables will vary and will be determined by Public Works for each project.

## **SCHEDULE**

After successful negotiations, award of contract, and contract execution, a Notice to Proceed will be issued for as-needed environmental compliance services as required in this RFP.

- a. The term of this Agreement shall be for a period of three years commencing on the date of full execution of the contract. At the sole discretion of the County, this Agreement may be extended for two additional one-year terms, not to exceed a total contract period of five years. No work will proceed until a Notice to Proceed is issued by the County.
- b. The Consultant shall notify Public Works when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Consultant shall send written notification to Public Works at the address provided in Notices Paragraph in the fully executed Consultant Services Agreement.

- c. Work shall be performed on an as-needed basis.

Specified services shall be available on an as-needed basis.

Specified services required for a project will be assigned to the Consultant through the issuance of Task Orders on an as-needed basis. The Task Order will identify the required services, expected results, project deliverables, period of performance, project schedule, and will designate a County Project Manager for the Task Order.

## **SCHEDULE OF SERVICES**

### **Mini-RFP Process – Applicable Only for Federally Funded Projects**

The Mini-RFP process is required for this as-needed contract only for federally funded projects. All consultants awarded a contract for the federal-funded solicitation will be allowed to compete in Task Order Solicitations. In the event of a need for services, a Task Order Solicitation will be prepared and issued by the County to each Consultant.

The Mini-RFP process shall include scope of services/project, deliverables, and delivery schedules. The County will specify the evaluation criteria, method of payment, and DBE utilization goal for the Task Order.

The Consultant shall prepare a workplan and staffing plan, including a DBE Commitment form (LAPM Exhibit 10-O1). The County will review and rank all proposals in accordance with the criteria issued in the Solicitation. Negotiations will follow with highest ranked Consultant whose proposal represents the most qualified for the requested services. The County reserves the right to negotiate with the next ranked firm and so on until an agreement is reached. Once an agreement is reached, the County will issue a Notice to Proceed prior to the commencement of services, for each particular project.

In the case of a declared emergency, the County reserves the right to issue a Task Order to any on-call consultant after obtaining appropriate prior approvals.

## **COMPENSATION**

The Consultant's total basic service fee shall not exceed \$3,500,000. The Consultant shall submit monthly invoices for review and approval by the County. The Consultant shall be compensated monthly, based on work completed and approval by the County. Public Works will reimburse the Consultant for additional copies of reports and any other written and approved requests outside the Scope of Services. Invoices shall

conform to Public Works' Invoicing Instructions and shall not be made more than once per month.

Invoices shall include amount of work performed by DBE Consultant and subconsultants; and provide detailed backup documentation of all authorized reimbursable expenses incurred.

As all projects will be located within the County of Los Angeles and neighboring counties, mileage and travel-related expenses will not be reimbursed unless pre-authorized by the County Project Manager.

Rates shall not exceed the State Department of Personnel Administration (DPA) requirements.

Public Works will not pay a mark-up on hourly rates for the services of any subconsultants that were included in Consultant's original proposal. Public Works will not pay a mark-up on hourly rates for the services of any Consultant employee or subconsultant that were included in Consultant's original proposal if the selected employee or subconsultant is no longer available at the time of selection to provide services during the duration of the Contract. Consultant must have prior written permission from Public Works to use any subconsultants not included in Consultant's original proposal.

Public Works will not pay a mark-up on the reproduction of any reports generated from the services listed in the RFP.

Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred.

Consultant shall be paid on an hourly basis according to the job title and hourly rate of each employee performing the work as set forth in the Consultant's Cost Proposal (**ATTACHMENT 3**). The County shall allow Cost of Living Adjustments to the Consultant's fee schedule as defined in Section 3c of this Contract.

County Project Manager preapproval in writing will be required for special costs, such as courier/overnight services or outside copying.

Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses.

## ATTACHMENT 2

### INDEMNIFICATION AND INSURANCE PROVISIONS

#### I. INDEMNIFICATION

A. The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

B. To the fullest extent permitted by California Civil Code Section 2782.8, the Consultant shall (1) immediately defend and (2) indemnify the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (Indemnified Party) from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

#### II. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in paragraphs II and III of this Attachment. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

##### A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General

## ATTACHMENT 2

Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be emailed to the Contract Administrator.

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

### B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required



## ATTACHMENT 2

Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

### C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

### D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

### E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

### F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

### G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

### H. Sub-Contractor Insurance Coverage Requirements

## ATTACHMENT 2

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

### I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

### J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

### K. Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

### L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

### M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

### N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

## ATTACHMENT 2

### III. INSURANCE COVERAGE

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

**ATTACHMENT 3**

Consultant Name: AECOM Technical Services, Inc.

Contract No. Anticipated Federal Aid Project Date: 5/1/2017

Note: Mark-ups are Not Allowed

Fringe Benefit %	Overhead %	General Administration %	Combined ICR %
+	115.90%	+	19.19%
		=	135.09%
		FEE	= 10%

BILLING INFORMATION				CALCULATION INFORMATION			
Name/Job Title/Classification	Hourly Billing Rates			Effective Date of Hourly Rate		Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	OT (1.5x)	OT (2x)	From	To		
Kibria, Fareeha / Senior Environmental Planner	169.80			8/2/2017	8/1/2018	65.66	160.00 - 190.00
Graham, William / Senior Advisor	213.40			8/2/2017	8/1/2018	82.52	200.00 - 240.00
Hoose, William / Project Director	199.90			8/2/2017	8/1/2018	77.30	190.00 - 230.00
Rodriguez, Tisa I / Environmental Planner II	109.41			8/2/2017	8/1/2018	42.31	100.00 - 125.00
Larsen, Erik / Environmental Scientist III	137.50			8/2/2017	8/1/2018	53.17	135.00 - 150.00
Popp, Arthur / Biologist III	126.53			8/2/2017	8/1/2018	48.93	125.00 - 145.00
Clarke, Harry / Environmental Scientist IV	157.05			8/2/2017	8/1/2018	60.73	150.00 - 170.00
Ledet, Shannon / Environmental Planner III	120.43			8/2/2017	8/1/2018	46.57	120.00 - 140.00
Flores, Jerry / Environmental Planner IV	151.23			8/2/2017	8/1/2018	58.48	140.00 - 165.00
Rios, Kelly / Biologist IV	139.64			8/2/2017	8/1/2018	54.00	135.00 - 165.00
Riley, Erin / Biologist IV	153.32			8/2/2017	8/1/2018	59.29	135.00 - 165.00
Jacks, Paula / Senior Biologist	165.89			8/2/2017	8/1/2018	64.15	165.00 - 190.00
Guigliano-Gilmore, Jennifer / Senior Biologist	182.86			8/2/2017	8/1/2018	70.71	165.00 - 190.00
Meyer Lovell, Cecilia / Senior Environmental Scientist	190.51			8/2/2017	8/1/2018	73.67	170.00 - 210.00
McMillan, Scott C / Environmental Scientist III	141.01			8/2/2017	8/1/2018	54.53	135.00 - 150.00
Beherec, Marc A / Archaeologist I	83.55			8/2/2017	8/1/2018	32.31	80.00 - 95.00
York, Andrew / Senior Archaeologist	160.18			8/2/2017	8/1/2018	61.94	160.00 - 185.00
Paukovits, Jason / Air Quality Specialist II	113.94			8/2/2017	8/1/2018	44.06	110.00 - 135.00
Storm, Mark / Environmental Scientist IV	164.24			8/2/2017	8/1/2018	63.51	150.00 - 170.00
Burge, Paul / Senior Environmental Scientist	198.94			8/2/2017	8/1/2018	76.93	170.00 - 210.00
Casil, Noel / Senior Transportation Specialist	162.14			8/2/2017	8/1/2018	62.70	150.00 - 175.00
Bicol, Arnel / Senior Geotechnical Engineer	226.61			8/2/2017	8/1/2018	87.63	200.00 - 235.00
Hamid, Shapoor / Senior Environmental Specialist	183.61			8/2/2017	8/1/2018	71.00	170.00 - 200.00
Sisco, Jessica / Outreach Specialist II	128.06			8/2/2017	8/1/2018	49.52	125.00 - 150.00
Environmental Planner I	77.58			8/2/2017	8/1/2018	30.00	80.00 - 100.00
Environmental Planner II	116.37			8/2/2017	8/1/2018	45.00	100.00 - 120.00
Environmental Analyst	64.65			8/2/2017	8/1/2018	25.00	60.00 - 80.00
Environmental Scientist I	90.51			8/2/2017	8/1/2018	35.00	85.00 - 110.00
Environmental Scientist II	116.37			8/2/2017	8/1/2018	45.00	110.00 - 135.00
Biologist I	82.75			8/2/2017	8/1/2018	32.00	70.00 - 90.00
Biologist II	103.44			8/2/2017	8/1/2018	40.00	90.00 - 120.00
Archaeological Technician I	51.72			8/2/2017	8/1/2018	20.00	50.00 - 70.00
Archaeological Technician II	77.58			8/2/2017	8/1/2018	30.00	70.00 - 85.00
Archaeologist I	103.44			8/2/2017	8/1/2018	40.00	95.00 - 115.00
Archaeologist II	129.30			8/2/2017	8/1/2018	50.00	115.00 - 135.00
Archaeologist III	142.23			8/2/2017	8/1/2018	55.00	135.00 - 160.00
Air Quality Specialist I	90.51			8/2/2017	8/1/2018	35.00	85.00 - 110.00
Outreach Specialist I	103.44			8/2/2017	8/1/2018	40.00	90.00 - 125.00
GIS Specialist I	90.51			8/2/2017	8/1/2018	35.00	80.00 - 110.00
GIS Specialist II	129.30			8/2/2017	8/1/2018	50.00	110.00 - 140.00
Administrative I	64.65			8/2/2017	8/1/2018	25.00	60.00 - 90.00
Administrative II	103.44			8/2/2017	8/1/2018	40.00	90.00 - 120.00

Per LA  
County  
COLA

## EXHIBIT 10-H

## COST PROPOSAL

Page 2 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Anticipated Federal Aid Project

Consultant or Subconsultant AECOM Technical Services, IncContract No. \_\_\_\_\_ Date 5/1/17

## SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Printing B/W	page	\$0.10	\$ 0.00				\$ 0.00				\$ 0.00
Printing Color	page	\$0.25	\$ 0.00				\$ 0.00				\$ 0.00
GPS System use	day	\$75	\$ 0.00				\$ 0.00				\$ 0.00
Disposable Camera	per	\$15	\$ 0.00				\$ 0.00				\$ 0.00
Travel	actual		\$ 0.00				\$ 0.00				\$ 0.00
Mileage	IRS rate		\$ 0.00				\$ 0.00				\$ 0.00
Delivery/postage	actual		\$ 0.00				\$ 0.00				\$ 0.00
Records Search fee	actual		\$ 0.00				\$ 0.00				\$ 0.00
CD	CD	\$5	\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
PRIME TOTAL ODCs =			\$ 0.00	SUBCONSULTANT #1 ODCs =			\$ 0.00	SUBCONSULTANT #2 ODCs =			\$ 0.00

## IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. If mileage is pre-authorized by County Project Manager, mileage will be reimbursed at the current IRS rate.

Exhibit 10-H Cost Proposal  
 As Needed Environmental Compliance Services for Programs Development Division  
 LA County Department of Public Works

Consultant Name: Blackhawk Environmental, Inc.

Contract No. Anticipated Federal Aid Project Date: 5/1/2017

Note: Mark-ups are Not Allowed

Fringe Benefit %	Overhead %	General Administration %	Combined ICR %
+	+	Using Safe Harbor Rate	= 110.00%
		FEE	= 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates						Effective Date of Hourly Rate		Actual Hourly Rate and/or Average Hourly Rate	% or \$ Increase	Hourly Range for Class	
	Straight	OT (1.5x)	OT (2x)	From	To	Hourly Rate	Hourly Rate	Increase	Range	Min	Max	
Kris Alberts / Principal Biologist	88.84			8/2/2017	8/1/2018	38.46				-		
Ian Maunsell / Project Manager	85.79			8/2/2017	8/1/2018	37.14				-		
Seth Reimers / Senior Biologist	89.95			8/2/2017	8/1/2018	38.94				-		
Andy Steyers / Staff Biologist	72.72			8/2/2017	8/1/2018	31.48				-		
Ryan Quilley / Staff Biologist	77.73			8/2/2017	8/1/2018	33.65				-		
Lorena Bernal / Staff Biologist	69.42			8/2/2017	8/1/2018	30.05				-		



**EXHIBIT 10-H      COST PROPOSAL**  
 Page 2 of 2  
 SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant or Subconsultant Blackhawk Environmental, Inc. Anticipated Federal Aid Project  
 Contract No. \_\_\_\_\_ Date \_\_\_\_\_

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
			\$ 0.00	Per Diem	\$50/day		\$ 0.00				\$ 0.00
			\$ 0.00	Lodging	\$100/day		\$ 0.00				\$ 0.00
			\$ 0.00	Mileage	IRS rate		\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
PRIME TOTAL ODCs =			\$ 0.00	SUBCONSULTANT #1 ODCs =			\$ 0.00	SUBCONSULTANT #2 ODCs =			\$ 0.00

## IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- If mileage is pre-authorized by County Project Manager, mileage will be reimbursed at the current IRS rate.**



## Page 2 of 2

Anticipated Federal Aid Project

Contract No. \_\_\_\_\_ Date 5/16/2017

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
			\$ 0.00	Mileage	mile	\$ 0.54	\$ 0.00				\$ 0.00
			\$ 0.00	Printing	page	\$ 0.25	\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
PRIME TOTAL ODCs =			\$ 0.00	SUBCONSULTANT #1 ODCs =			\$ 0.00	SUBCONSULTANT #2 ODCs =			\$ 0.00

**IMPORTANT NOTES:**

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. **If mileage is pre-authorized by County Project Manager, mileage will be reimbursed at the current IRS rate.**

## EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed  
Consultant or Subconsultant

Gothic Landscape

Contract No.

Date 10/13/17

Fringe Benefit 18.40% + Overhead 46.70% + General Administration 96.70% = 161.80% Combined Indirect Cost Rate (ICR)  
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE = 10.00%

## BILLING INFORMATION

## CALCULATION INFORMATION

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. hourly rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Ciro Benitez / Environmental Restoration Manager	\$ 149.49	\$ 224.24	\$ 298.98			\$ 55.00	1.90% 0.00% 0.00%	
Lindsay Eyestone / Environmental Coordinator	\$ 54.36	\$ 81.54	\$ 108.72			\$ 20.00	1.90% 0.00% 0.00%	
Jon Snow / Project Manager	\$ 95.13	\$ 142.70	\$ 190.26			\$ 35.00	1.90% 0.00% 0.00%	
* Hydro seeder Laborer	\$ 80.50	\$ 120.75	\$ 161.00			\$ 32.48	1.90% 0.00% 0.00%	
* Landscape Operating Engineer	\$ 94.36	\$ 141.54	\$ 188.72			\$ 34.96	1.90% 0.00% 0.00%	
							1.90% 0.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate \* (1 + ICR) \* (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

## NOTES:

- Denote all employees subject to prevailing wage with an asterisks (\*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

## EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)Note: Mark-ups are Not Allowed  
Consultant or Subconsultant

Gothic Landscape

Contract No.

Date 10/13/17

Fringe Benefit 18.40% + Overhead 46.70% + General Administration 96.70% = 161.80% Combined Indirect Cost Rate (ICR)  
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE = 10.00%

## BILLING INFORMATION

## CALCULATION INFORMATION

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. hourly rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
* Laborer - General (Group 1)	\$ 84.41	\$ 126.62	\$ 168.82			\$ 33.19	1.90% 0.00% 0.00%	
* Teamster (Driver) Group III	\$ 91.81	\$ 137.71	\$ 183.62			\$ 29.87	1.90% 0.00% 0.00%	
* Teamster (Driver) Group V	\$ 92.03	\$ 138.04	\$ 184.06			\$ 30.09	1.90% 0.00% 0.00%	
* Landscape / Irrigation Laborer	\$ 76.33	\$ 114.50	\$ 152.69			\$ 31.38	1.90% 0.00% 0.00%	
* Landscape / Irrigation Tender	\$ 37.35	\$ 56.02	\$ 74.70			\$ 14.21	1.90% 0.00% 0.00%	
							0.00% 0.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate \* (1 + ICR) \* (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

## NOTES:

- Denote all employees subject to prevailing wage with an asterisks (\*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

## EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 3 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant \_\_\_\_\_ Gothic Landscape \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 10/13/17

## SCHEDULE OF OTHER DIRECT COST ITEMS

								SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Hydro Seeder	Day	\$ 700.00	\$ 0.00	Mileage	Mile	\$ 0.54	\$ 0.00	Travel / Subsistence			\$ 0.00
Forklift	Week	\$ 1,250.00	\$ 0.00	Round Up Weed Spray	Ounce	\$ 0.95	\$ 0.00	(Per Person / Per Day)	Each	\$ 100.00	\$ 0.00
Water Truck	Day	\$ 650.00	\$ 0.00	Tackifier 50 lb bag	Bag	\$ 105.00	\$ 0.00				\$ 0.00
Excavator	Week	\$ 2,000.00	\$ 0.00	Mulch 50 lb bag	Bag	\$ 52.00	\$ 0.00				\$ 0.00
Tractor	Week	\$ 1,100.00	\$ 0.00	Silt Fence	Roll	\$ 31.00	\$ 0.00				\$ 0.00
Compactor	Day	\$ 250.00	\$ 0.00	Erosion Control Blanket	Roll	\$ 68.00	\$ 0.00				\$ 0.00
Dumpster (40 yard)	Each	\$ 1,000.00	\$ 0.00	Tie Rope 1000 Feet	Each	\$ 42.00	\$ 0.00				\$ 0.00
Construction Water	Gallon	\$ 0.06	\$ 0.00	Stakes 50 per bundle	Bundle	\$ 22.00	\$ 0.00				\$ 0.00
Dump Truck	Week	\$ 1,200.00	\$ 0.00	Straw Bale	Bale	\$ 16.00	\$ 0.00				\$ 0.00
Backhoe	Week	\$ 1,375.00	\$ 0.00	Straw Wattles 25 feet	Each	\$ 32.00	\$ 0.00				\$ 0.00
PRIME TOTAL ODCs =			\$ 0.00	SUBCONSULTANT #1 ODCs =			\$ 0.00	SUBCONSULTANT #2 ODCs =			\$ 0.00

Additional Direct Cost Items will be based on each  
Task Order Request Proposal (TORP) scope of  
work.

## IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.



**Hydro Seeder Laborer**

Actual base hourly wage	\$ 18.00
Base hourly wage per prevailing wage determination	\$ 32.48
Prevailing wage delta base	\$ 14.48
Actual fringe benefits, calculated on an hourly basis	\$ 3.31
Fringe benefits per prevailing wage determination	\$ 20.41
Prevailing wage delta fringe	\$ 17.10

**Landscape Operating Engineer**

Actual base hourly wage	\$ 22.00
Base hourly wage per prevailing wage determination	\$ 34.96
Prevailing wage delta base	\$ 12.96
Actual fringe benefits, calculated on an hourly basis	\$ 4.05
Fringe benefits per prevailing wage determination	\$ 25.65
Prevailing wage delta fringe	\$ 21.60

**Laborer - General (Group 1)**

Actual base hourly wage	\$ 20.00
Base hourly wage per prevailing wage determination	\$ 33.19
Prevailing wage delta base	\$ 13.19
Actual fringe benefits, calculated on an hourly basis	\$ 3.68
Fringe benefits per prevailing wage determination	\$ 20.54
Prevailing wage delta fringe	\$ 16.86

**Teamster (Driver) Group III**

Actual base hourly wage	\$ 22.00
Base hourly wage per prevailing wage determination	\$ 29.87
Prevailing wage delta base	\$ 7.87
Actual fringe benefits, calculated on an hourly basis	\$ 4.05
Fringe benefits per prevailing wage determination	\$ 28.19
Prevailing wage delta fringe	\$ 24.14

**Teamster (Driver) Group V**

Actual base hourly wage	\$ 22.00
Base hourly wage per prevailing wage determination	\$ 30.09
Prevailing wage delta base	\$ 8.09
Actual fringe benefits, calculated on an hourly basis	\$ 4.05
Fringe benefits per prevailing wage determination	\$ 28.19
Prevailing wage delta fringe	\$ 24.14

**Landscape / Irrigation Laborer**

Actual base hourly wage	\$ 16.00
Base hourly wage per prevailing wage determination	\$ 31.38
Prevailing wage delta base	\$ 15.38
Actual fringe benefits, calculated on an hourly basis	\$ 2.94
Fringe benefits per prevailing wage determination	\$ 20.41
Prevailing wage delta fringe	\$ 17.47

**Landscape / Irrigation Tender**

Actual base hourly wage	\$ 12.00
Base hourly wage per prevailing wage determination	\$ 14.21
Prevailing wage delta base	\$ 2.21
Actual fringe benefits, calculated on an hourly basis	\$ 2.21
Fringe benefits per prevailing wage determination	\$ 4.73
Prevailing wage delta fringe	\$ 2.52

Exhibit 10-H Cost Proposal  
As Needed Environmental Compliance Services for Programs Development Division  
LA County Department of Public Works

Consultant Name: Leatherman Bioconsulting, Inc.

Contract No. Anticipated Federal Aid Project Date: 5/1/2017

Note: Mark-ups are Not Allowed

Fringe Benefit %		Overhead %		General Administration %		Combined ICR %
n/a	+	n/a	+	n/a	Using Safe Harbor Rate =	110.00%
						FEE = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification					Effective Date of Hourly Rate		Actual Hourly Rate and/or			
	Hourly Billing Rates						Average	% or \$		
	Straight		OT (1.5x)	OT (2x)	From	To	Hourly Rate	Increase	Hourly Range for Class	
Brian Leatherman / Principal Biologist	85.47		n/a	n/a	8/2/2017	8/1/2018	37.00	Per LA County COLA		-
Sandy Leatherman / Principal Biologist	85.47		n/a	n/a	8/2/2017	8/1/2018	37.00			-
Adam De Luna / Project Biologist	64.68		n/a	n/a	8/2/2017	8/1/2018	28.00			-
Greg Stratton / Staff Biologist	51.98		n/a	n/a	8/2/2017	8/1/2018	22.50			-

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant Leatherman BioConsulting Inc Contract No. \_\_\_\_\_ Anticipated Federal Aid Project Date 5/24/2017

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
			\$ 0.00	Mileage		0.535	\$ 0.00				\$ 0.00
			\$ 0.00	Travel			\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
PRIME TOTAL ODCs =			\$ 0.00	SUBCONSULTANT #1 ODCs =			\$ 0.00	SUBCONSULTANT #2 ODCs =			\$ 0.00

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

Exhibit 10-H Cost Proposal  
As Needed Environmental Compliance Services for Programs Development Division  
LA County Department of Public Works

Consultant Name: Paleo Solutions, Inc.

Contract No. Anticipated Federal Aid Project Date: 5/1/2017

Note: Mark-ups are Not Allowed

Fringe Benefit %		Overhead %		General Administration %		Combined ICR %
70.77%	+	84.23%	+	22.91%	=	177.91%
						FEE = 10%

BILLING INFORMATION					CALCULATION INFORMATION								
Name/Job Title/Classification					Effective Date of Hourly Rate		Actual Hourly Rate and/or Average Hourly Rate	% or \$ Increase	Hourly Range for Class				
	Hourly Billing Rates												
	Straight		OT (1.5x)	OT (2x)	From	To							
Geraldine Aron, M.S.	\$	229.28		N/A		N/A	8/2/2017	8/1/2018	75.00	Per LA County COLA		-	
Courtney Richards, M.S.	\$	117.57		N/A		N/A	8/2/2017	8/1/2018	38.46			-	
Paul Murphey, Ph.D.	\$	176.36		N/A		N/A	8/2/2017	8/1/2018	57.69			-	
Mitch Marken, Ph.D.	\$	271.89		N/A		N/A	8/2/2017	8/1/2018	88.94			-	
Directors	\$	94.00		N/A		N/A	8/2/2017	8/1/2018	30.75			30.00	-
Supervisors	\$	75.66	\$	88.04	\$	100.41	8/2/2017	8/1/2018	24.75		24.00	-	24.50
Technicians	\$	62.67	\$	72.92	\$	83.17	8/2/2017	8/1/2018	20.50		18.00	-	23.00

## EXHIBIT 10-H

## COST PROPOSAL

Page 2 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant or Subconsultant Paleo Solutions, Inc.

Anticipated Federal Aid Project

Contract No. \_\_\_\_\_ Date 5/24/17

## SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
			\$ 0.00	Mileage		IRS rate	\$ 0.00				\$ 0.00
			\$ 0.00	Records Search		at cost	\$ 0.00				\$ 0.00
			\$ 0.00	4x4 Rental Vehicle and Fuel		at cost	\$ 0.00				\$ 0.00
			\$ 0.00	Outside Vendor Printing		at cost	\$ 0.00				\$ 0.00
			\$ 0.00	Parking/Tolls		at cost	\$ 0.00				\$ 0.00
			\$ 0.00	Lodging/Meals		at GSA rate	\$ 0.00				\$ 0.00
			\$ 0.00	Equipment Rentals		at cost	\$ 0.00				\$ 0.00
			\$ 0.00	Postage/shipping		at cost	\$ 0.00				\$ 0.00
			\$ 0.00	Curation/storage costs		at cost	\$ 0.00				\$ 0.00
			\$ 0.00	Field and lab supplies		at cost	\$ 0.00				\$ 0.00
PRIME TOTAL ODCs =			\$ 0.00	SUBCONSULTANT #1 ODCs =			\$ 0.00	SUBCONSULTANT #2 ODCs =			\$ 0.00

## IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. If mileage is pre-authorized by County Project Manager, mileage will be reimbursed at the current IRS rate.



Exhibit 10-H Cost Proposal  
As Needed Environmental Compliance Services for Programs Development Division  
LA County Department of Public Works

Consultant Name: Terry A. Hayes Associates Inc.

Contract No. Anticipated Federal Aid Project Date: 5/1/2017

Note: Mark-ups are Not Allowed

Fringe Benefit %		Overhead %		General Administration %		Combined ICR %
35.07%	+	91.98%	+	0.00%	=	127.05%
FEE						= 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification				Effective Date of Hourly Rate		Actual Hourly Rate and/or Average Hourly Rate	% or \$ Increase	Hourly Range for Class		
	Hourly Billing Rates									
	Straight	OT (1.5x)	OT (2x)	From	To					
Terry Hayes, Chief Executive Officer	253.58	N/A	N/A	8/2/2017	8/1/2018	101.53	Per LA County COLA	\$ 250.00	-	\$300.00
Sam Silverman, Senior Associate	164.09	N/A	N/A	8/2/2017	8/1/2018	65.70		\$ 150.00	-	\$200.00
Anders Sutherland, Environmental Scientist	102.07	N/A	N/A	8/2/2017	8/1/2018	40.87		\$ 100.00	-	\$150.00
Kieran Bartholow, Assistant Planner	55.25	N/A	N/A	8/2/2017	8/1/2018	22.12		\$ 50.00	-	\$ 80.00
Andy Uk, Assistant Planner	55.25	N/A	N/A	8/2/2017	8/1/2018	22.12		\$ 50.00	-	\$ 80.00
		N/A	N/A	8/2/2017	8/1/2018					

## Page 2 of 2

Consultant or Subconsultant Terry A. Hayes Associates

Contract No. \_\_\_\_\_ Anticipated Federal Aid Project Date 5/24/17

**IMPORTANT NOTES:**

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. **If mileage is pre-authorized by County Project Manager, mileage will be reimbursed at the current IRS rate.**

Exhibit 10-H Cost Proposal  
As Needed Environmental Compliance Services for Programs Development Division  
LA County Department of Public Works

Consultant Name: Translutions, Inc.

Contract No. Anticipated Federal Aid Project Date: 5/1/2017

Note: Mark-ups are Not Allowed

Fringe Benefit %		Overhead %		General Administration %		Combined ICR %
45.27%	+	0.00%	+	88.68%	=	133.95%
						FEE = 10%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification	Hourly Billing Rates			Effective Date of Hourly Rate		Actual Hourly Rate and/or Average Hourly Rate	% or \$ Increase	Hourly Range for Class
	Straight	OT (1.5x)	OT (2x)	From	To			
Sandipan Bhattacharjee/Principal	182.41			8/2/2017	8/1/2018	70.88	Per LA County COLA	-
Deepali Chausalkar/Principal	134.69			8/2/2017	8/1/2018	52.34		-
Robert Aguirre/Sr Trans. Planner	113.59			8/2/2017	8/1/2018	44.14		-
Ravi Palakurthy	154.41			8/2/2017	8/1/2018	60.00		-
				8/2/2017	8/1/2018			-

## EXHIBIT 10-H

## COST PROPOSAL

Page 2 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Anticipated Federal Aid Project

Consultant or Subconsultant Translutions, Inc.

Contract No. \_\_\_\_\_

Date 5/1/17

## SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
			\$ 0.00	B&W Printing	page	\$0.10	\$ 0.00				\$ 0.00
			\$ 0.00	Color printing 8.5x11	page	\$1.00	\$ 0.00				\$ 0.00
			\$ 0.00	Color printing 11x17	page	\$2.50	\$ 0.00				\$ 0.00
			\$ 0.00	CD Production	CD	\$5.00	\$ 0.00				\$ 0.00
			\$ 0.00	Plotting	linear ft	\$5.00	\$ 0.00				\$ 0.00
			\$ 0.00	Mileage		IRS rate	\$ 0.00				\$ 0.00
			\$ 0.00	Aerial Photos	Photo	\$200	\$ 0.00				\$ 0.00
			\$ 0.00	Traffic Counts		At cost	\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
PRIME TOTAL ODCs =			\$ 0.00	SUBCONSULTANT #1 ODCs =			\$ 0.00	SUBCONSULTANT #2 ODCs =			\$ 0.00

## IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
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9. If mileage is pre-authorized by County Project Manager, mileage will be reimbursed at the current IRS rate.